

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MOHAMMED A. TIPOO,

Plaintiff,

-v-

COHEN & SLAMOWITZ, LLP,

Defendant

USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 8-24-12

No. 11 Civ. 6046 (RJS)
ORDER

RICHARD J. SULLIVAN, District Judge:

The Court is in receipt of Plaintiff's attached letter, dated August 15, 2012 but received in chambers on August 24, 2012, requesting that the Court order Plaintiff's former attorney, Shimshon Wexler, to: (1) "[r]eturn the case files to [him]"; (2) "[s]end the [settlement] cheque in the amount of \$1200"; and (3) "[send a c]opy of the judgment entered against [Defendant] Cohen and Slamowitz." Accordingly, IT IS HEREBY ORDERED that, no later than August 31, 2012, Mr. Wexler shall submit a letter to the Court and Plaintiff, either responding to Plaintiff's requests or indicating that he has fulfilled them.

SO ORDERED.

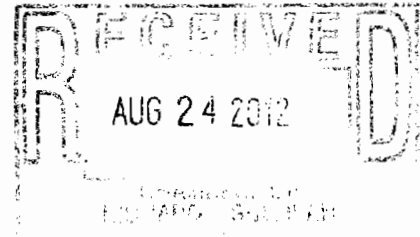
Dated: August 24, 2012
New York, New York


RICHARD J. SULLIVAN
UNITED STATES DISTRICT JUDGE

A copy of this Order has been sent to:

M. Tipoo
2576 36th Street
Astoria, NY 11103

Hon. Richard J. Sullivan
United States District Court
500 Pearl Street,
New York, New York 10007-1312



Re: Tipoo v Cohen & Slamowitz SDNY Case # 11CV 6046

August 15th 2012

Honourable Richard J. Sullivan,

Sometime last year I hired Mr Shimshon Wexler to take care of a default judgement on a debt that is not mine and FDCPA violations by Cohen and Slamowitz. To my amazement he informed me after there was an offer and release from Cohen and Slamowitz that he had never vacated a judgement in a State Court or anywhere else. This seems quite bizarre and highly implausible for someone who claims to sue debt collectors regularly. All along he had verbally told me that he would take care of the default judgement against me in the State Court. I had even gone to the State Court to do an order to show cause on that default judgement but Mr Wexler never bothered to even dispute the debt in the federal case let alone take care of the judgement. He had never shown me the complaint he had filed. When I asked him about the judgement he told me that the judgement is too old, you never paid me to fight the judgement, you should not keep more than \$1700 in your bank account, you should have taken care of it then now it is too old , you should hire another attorney, I never do these kinds of cases, you should pay them something (why would I pay them anything on a debt that is not mine) . If you do not sign the release the judge can compel you to accept the settlement offered by Cohen and Slamowitz and that he got me \$1200 instead of \$1000. Big deal! Etc.

All hard to believe and seemed more of a case of attorney looking out for himself than the client. As of today the \$4500 default judgement against me is still outstanding and another attorney can't take the case till this case is resolved.

Every other attorney I have spoken to since has told me that cases like these are handled simultaneously . You do not need to hire three different attorneys for something like this. Everything can be handled by the same attorney on a fee-shifting basis.

I had fired Wexler on Dec 20th 2011 and I thought he was getting off the case but I get an email from him on July 27th 2012 that Cohen and Slamowitz had mailed a cheque for \$3,000 and was seeking my permission to deposit it. I don't know what happened after Dec 20th 2011; I never received any correspondence from him or the court . I thought he was getting off the case and I neither allowed him to settle without taking care of the default judgement against me nor signed a release.

According to him he mailed out the cheque (signature required) for that much touted \$1200 on August 10th 2012 but I have not received it yet. It takes only a day for mail to arrive in Queens from Manhattan. We need proof from him if he ever mailed it out.

I would request earnestly for the Honourable Court to order Mr Wexler to

- i) Return the case files to me,
- ii) Send the cheque in the amount of \$1200 as I do not think he ever sent it in the first place,
- iii) Copy of the judgement entered against Cohen and Slamowitz.

Many thanks in advance for Court's consideration to this matter.

Respectfully,



M A Tipoo
2576 36th street
Astoria, N Y 11103

Date: Thu, 9 Aug 2012 07:13:05 -0700

From: shimshonwexler@yahoo.com

Subject: Re: Tipoo v. Cohen & Slamowitz, LLP-11-cv-6046-RJS

To:

The check cleared and the funds are now available. What would you like me to do with your \$1,800?

Shimshon Wexler

The Law Offices of Shimshon Wexler, PC

PO Box 250870

New York, New York 10025

(212) 760-2400

(917) 512-6132 fax

subject: Re: Tipoo v. Cohen & Slamowitz, LLP-11-cv-6046-RJS

To:

From: shimshonwexler@yahoo.com

Date: Mon, 13 Aug 2012 14:49:25 +0000

Check was sent with signature required.

Sent via BlackBerry by AT&T

The Law Offices of Shimshon Wexler, PC
2710 Broadway, 2FL
New York, New York 10025
Tel (212)760-2400
Fax (917)512-6132
swexler@collectorabuselaw.com

December 20th, 2011

VIA REGULAR MAIL AND
VIA CERTIFIED MAIL R.R.R.

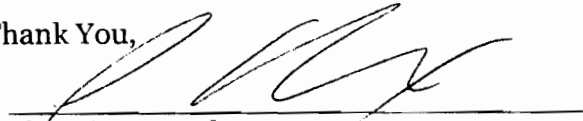
Mohammed Tipoo
2576 36th St. Apt. 1F
Astoria, New York 11103

RE: Tipoo v. Cohen & Slamowitz
S.D.N.Y. Case No. 11-CV-6046

Dear Mr. Tipoo:

As per your instructions I accepted the offer of judgment that Cohen & Slamowitz served upon me. Now, you simply refuse to sign the agreement which would have them cut a check to you as well as this law office. I am simply baffled by your refusal to sign the agreement as you will be receiving \$1,200 instead of \$1,000. My service which you signed up for clearly states that it is only about suing the debt collector for illegal debt collection techniques. When you told me that you had a default judgment against you and that you wanted it vacated, I advised you either to seek another lawyer or do it on your own. Specifically, I said I had never vacated a judgment before. I recommend that you sign this agreement and send it back to me in the self addressed stamped envelope. If you refuse this offer Cohen & Slamowitz will likely make a motion to compel you to accept this settlement and you will lose the motion and I will have to bill you for that. I will use your settlement amount to offset that amount. I have tried calling you and you have not returned my phone call. If I do not hear from you within two (2) days from your receipt of this letter, I will have to take further steps in enforcing this agreement.

Thank You,



Shimshon Wexler
The Law Offices of Shimshon Wexler, PC
2710 Broadway, 2FL
New York, NY 10025
(212)760-2400
swexleresq@gmail.com